

Exhibit A

From: Jason Frank
Sent: Tuesday, October 30, 2018 3:23 PM
To: Michael J. Avenatti <mavenatti@eaganavenatti.com>; 'Judy K. Regnier' <jregnier@eaganavenatti.com>
Cc: Scott Sims <:ssims@lawfss.com>; 'James R. Selth' <jim@wsrlaw.net>
Subject: Order on JFL's Motion to Set Hearing Date

Michael and Judy,

Please take Notice of Judge Scott's Order granting JFL's request to set a hearing date on EA's Motion for a Protective Order (attached hereto). The Court has set the hearing date for November 28, 2018 and 10:00 am in Courtroom 6D. The Court has further ordered the parties to meet and confer on the disputed document requests no later than November 14, 2018, with JFL to file a status report regarding whether you have agreed to produce the requested documents, and what disputes, if any remain. Please let Scott and I know your availability for the meet and confer.

We will also serve by mail a copy of the Order. It is our understanding that EA has been evicted from its current offices and will be removed from the premises in the coming weeks. Could you please provide us with the new address for service.

Thank you,

Jason Frank, Esq., Partner
FRANK SIMS & STOLPER LLP
19800 McArthur Blvd, Suite 855
Irvine, California 92612
(949) 201-2400 (Office Main)
(949) 201-2404 (Office Direct)
(310) 902-6000 (Cell)
jfrank@lawfss.com

Exhibit B

From: Scott Sims

Sent: Wednesday, November 07, 2018 2:04 PM

To: Michael J. Avenatti <mavenatti@eaganavenatti.com>; Judy K. Regnier <jregnier@eaganavenatti.com>

Cc: Jason Frank (jfrank@lawfss.com) <jfrank@lawfss.com>; jim@wsrlaw.net

Subject: FW: Order on JFL's Motion to Set Hearing Date

Michael-

We have not heard back from you in response to Jason's email below. Please let us know your availability to meet and confer.

Thank you.

Scott H. Sims, Esq.

FRANK SIMS & STOLPER LLP

Newport Gateway

19800 MacArthur Blvd., Suite 855

Irvine, CA 92612

T: (949)201-2403

F: (949)201-2405

ssims@lawfss.com

www.lawfss.com

From: Jason Frank

Sent: Tuesday, October 30, 2018 3:23 PM

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Cc: Scott Sims <ssims@lawfss.com>; 'James R. Selth' <jim@wsrlaw.net>

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jfrank@lawfss.com

Exhibit C

From: Scott Sims
Sent: Tuesday, November 13, 2018 10:56 AM
To: Michael J. Avenatti <mavenatti@eaganavenatti.com>; Judy K. Regnier <jregnier@eaganavenatti.com>
Cc: Jason Frank <jfrank@lawfss.com>; jim@wsrlaw.net
Subject: Re: Order on JFL's Motion to Set Hearing Date

Michael,

We were hoping we could meet and confer today with you on the federal court subpoena after the ex parte hearing before Judge Landin. Unfortunately that didn't happen. Please let us know when you are available to meet and confer.

Thank you.

Scott H. Sims
Frank Sims & Stolper LLP
(949)201-2403
Sent from my iPhone

On Nov 7, 2018, at 2:03 PM, Scott Sims <ssims@lawfss.com> wrote:

Michael-

We have not heard back from you in response to Jason's email below. Please let us know your availability to meet and confer.

Thank you.

Scott H. Sims, Esq.
FRANK SIMS & STOLPER LLP
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ssims@lawfss.com
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From: Jason Frank

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Cc: Scott Sims <ssims@lawfss.com>; 'James R. Selth' <jim@wsrlaw.net>

Subject: Order on JFL's Motion to Set Hearing Date

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<show_temp (8).pdf>

Exhibit D

From: Jason Frank
Sent: Wednesday, November 14, 2018 11:40 AM
To: 'Michael Avenatti' <mavenatti@eaganavenatti.com>
Cc: Scott Sims <ssims@lawfss.com>; 'Judy K. Regnier' <jregnier@eaganavenatti.com>
Subject: Meet and Confer

Michael,

Today is the last day for the meet and confer. You have ignored our prior requests. Please let us know your availability for the meet and confer this afternoon.

Thank you,

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jfrank@lawfss.com

Exhibit E

From: Jason Frank

Sent: Wednesday, November 14, 2018 2:09 PM

To: 'Michael J. Avenatti' <mavenatti@eaganavenatti.com>

Cc: Scott Sims <:ssims@lawfss.com>; Judy K. Regnier <jregnier@eaganavenatti.com>

Subject: RE: Meet and Confer

Thank you. Please let us know what number to call. In preparation for the meet and confer, below are the modifications we have previously offered to the subpoena, and additional modifications will agree to. Please make sure you are prepared to let us know what you and EA will agree to produce. To date, you and EA have never offered to produce any documents in response to any of the categories in the subpoena.

1. **Bank Statements (2013 to the Present).** JFL will agree to narrow this request so that Avenatti and EA do not need to produce bank records from California Bank & Trust ("CBT"), other than from EA's IOLTA account ("CBT"). Further, JFL will agree to narrow this request so that Avenatti is only required to produce the following bank records: (a) EA's bank records from banks other than CBT during the requested time period; (b) Avenatti's bank records during the requested time period reflecting any payments made directly or indirectly from EA or to EA; (c) the bank records for any entities owned or controlled, in whole or in part, by Avenatti reflecting any payments during the requested time period made directly or indirectly from EA or to EA, including but not limited to Avenatti & Associates, APC, Global Baristas, USA, LLC, Global Baristas, LLC, Doppio, Inc, GB Autosport LLC, Passport 420 LLC, and Michael Avenatti Esq.
2. **EA Financial Statements (2013 to Present).** This will include standard financial statements, such as profit & loss statements and balance sheets, as well as the "ledgers" that Avenatti testified he maintains to keep track of amounts owed to his affiliated entities, such as the hours worked by EA employees on AA matters, and loans to and from affiliated entities.
3. **EA Lease Agreement.** JFL will agree to narrow this request so that it only requires the

production of EA's *current* lease agreements, with the amendments *currently* in effect, as well as any personal or corporate guaranties and uncured default notices.

4. **EA Partnership Agreement.** JFL will narrow this request so that it only requires the production of EA's Partnership Agreement(s) and amendments, as well as the documents relating to Michael Eagan's withdrawal from the partnership, including but not limited to any agreements related thereto (such as distribution or indemnification agreements) and communications concerning Mr. Eagan's withdrawal.
5. **EA Assets.** JFL will agree that EA and Avenatti can comply with this request by creating a document identifying EA's current assets, including but not limited to, interests in real estate, personal property, intellectual property, accounts receivable and general intangibles. For furniture and artwork, there will need to be specific descriptions so that JFL can identify the property (i.e., 6 desktop computers located at Irvine office, two conference tables, two prints hanging in reception and copy room, etc.)
6. **EA Liabilities.** JFL will agree that EA and Avenatti can comply with this request by creating a document listing EA's current liabilities.
7. **EA Insurance Policies (2013 to Present).** This will include all insurance policies for EA, or any business owned by or affiliated with EA, including any endorsements or riders attached thereto.
8. **EA Federal & State Tax Returns (2013 to Present).** This will include the complete tax returns, including all attachments and K-1 Schedules
9. **EA Profit & Loss Statements (2013 to Present).** This should be covered by Request 2.

10. **EA Balance Sheets (2013 to Present).** This should be covered by Request 2.
11. **EA Client List (2014 to Present).** JFL will agree that EA and Avenatti can comply with this request by preparing a list of EA clients from 2014 to the present. To the extent that the client has not filed a lawsuit, JFL will agree that EA and Avenatti can identify the client by a *Pseudonym* (e.g. John Doe 1), the name of the potential adversary, and a general description of the claim without identifying details (e.g., personal injury, employment discrimination, etc.), subject to JFL's right to request further information at a later date.
12. **Currently Pending Lawsuits.** JFL will agree that EA and Avenatti can comply with this request by preparing a list of the currently pending cases in which EA, AA, Avenatti or any other entity controlled in whole or in part by Avenatti represents a client, or in which EA, AA, Avenatti or any other entity controlled in whole or in part by Avenatti represents may be entitled to receive fees. The list will include the Case Name, Court, Case No. and the Party Represented.
13. **Former EA Cases Currently Pending.** JFL will agree that EA and Avenatti can comply with this request by preparing a list of the currently pending cases in which EA, AA, Avenatti or any entity controlled in whole or in part by Avenatti formerly represented a client (but no longer does) by the Case Name, Court, Case No. and the Party Represented.
14. **EA Retainer Agreements:** JFL will agree to narrow this request to (a) the retainer agreements for the currently pending matters identified in Request 12 and 13; and (b) any retainer agreements entered after January 1, 2013.
15. **EA Fee Sharing Agreements.** JFL will agree to narrow this request to (a) the fee sharing agreements for the currently pending matters identified in Request 12 and 13; and (b) any fee sharing agreements entered after January 1, 2013.
14. **EA Other Compensation Agreements.** This includes any other agreements currently in effect in which EA may be entitled to money.
15. **EA Rent or Sublease Agreements.** JFL will agree to narrow this request so that it only

includes rent or sublease agreements that entitle(d) EA to receive rent payments from January 1, 2018 to the present.

16. **EA Loan Agreements.** This includes any loan agreements between EA, on the one hand, and Avenatti, Eagan, or any entities owned, in whole or in part by Avenatti or Eagan on the other hand, from January 1, 2013 to the present. With respect to any other loan agreements, JFL will agree that they only need to be produced if payments have been made or will be owed after January 1, 2018.
17. **EA Third-Party Beneficiary Agreements.** JFL will agree to narrow this request so that it will only require the production of agreements in which EA was or may be entitled to receive money as a third-party beneficiary after January 1, 2018.
18. **EA Financing Agreements.** JFL will agree to narrow this request so that it will only require the production of financing agreements that are or were in effect after January 1, 2013.
19. **EA Payments to Avenatti or Avenatti Entities Over \$1,000:** It is our understanding that EA's Bank Statements will include copies of all checks and wire transfers. To the extent there was a payment over \$1,000 that is not reflected in the Bank Statements, then those payments will need to be produced.
20. **EA Payments to Eagan or Eagan Entities Over \$1,000:** Same as Request 19.
21. **EA Agreements with AA.** This includes any and all agreements between EA and AA, including but not limited to loan agreements, finance agreements, fee sharing agreements, employment agreements and any other agreements.
22. **AA and Avenatti Retainer Agreements:** JFL will agree to narrow this request to (a) the retainer agreements for the currently pending matters identified in Request 12 and 13; and (b) any retainer agreements entered after January 1, 2013.
23. **EA Assignment of Fees (2013 to Present).** To the extent EA, AA or Avenatti have assigned fees or the right to fees to any third parties from January 1, 2013 to the Present, JFL requests that EA and Avenatti produce the agreements and communications related thereto (including emails).
24. **EA Fee Dispute Documents:** JFL will agree to narrow this request to documents and

communications relating to fee disputes that are or were not resolved after January 1, 2018.

25. **EA Payments over \$1,000.** Again, it is our understanding that EA's Bank Statements will include this information. To the extent such transactions are not included in the Bank Statements, those payments will need to be produced.
26. **EA Checks to "Cash" (2013 to Present).** JFL's understanding is that EA's Bank Statements will identify any checks written to "Cash." However, EA will still need to produce any documents or ledgers which indicate the recipient of the cash payment.
27. **EA Withdrawals or Countercheck to "Cash" (2013 to Present).** Again, JFL's understanding is that EA's Bank Statements will reflect this information. However, to the extent the recipient of the withdrawal is not identified, EA and Avenatti will need to identify the recipient.
28. **All Agreements with Gerald Tobin.** JFL stands by this request.
29. **All Documents with and Communications with Gerald Tobin.** JFL will agree to narrow this request to communications regarding payments to Tobin and his involuntary bankruptcy petition.
30. **Agreements with X-Law Group and/or Filippo Marchino.** JFL stands by this request without modification.
31. **Documents/Communication about Judgment.** JFL will agree that this request only requires the production of *non-privileged* documents and communications concerning or relating to the judgment in favor of JFL, including but not limited to emails, notes, letters, memoranda and text messages. JFL will agree that EA and Avenatti do not need to produce court filings relating to the Judgment or prepare a privilege log of privileged communications, unless the communication is with a party who is not an attorney representing EA.
32. **Documents Concerning Maseco.** JFL will withdraw this request, without waiving its right to request such documents in the future.
33. **EA Agreements with Any Entity or Controlled, in whole or in part, by Avenatti.** JFL clarified that this is only seeking such agreements in which EA is one of the parties.
34. **EA's QuickBooks Account Records (2013 to Present).** JFL stands by this request without modification.

35. **EA's Payroll Records (2013 to Present).** JFL will withdraw this request.

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From: Michael J. Avenatti <mavenatti@eaganavenatti.com>
Sent: Wednesday, November 14, 2018 11:57 AM
To: Jason Frank <jfrank@lawfss.com>
Cc: Scott Sims <ssims@lawfss.com>; Judy K. Regnier <jregnier@eaganavenatti.com>
Subject: Re: Meet and Confer

I am available at 4 pm.

Michael J. Avenatti, Esq.

The preceding email message (including any attachments) contains information that may be confidential, protected by the attorney-client or other applicable privileges, or constitutes non-public information. It is intended to be conveyed only to the designated recipient(s). If you are not an intended recipient of this message, please notify the sender by replying to this message and then delete it from your system. Use, dissemination, or reproduction of this message by unintended recipients is not authorized and may be unlawful.

On Nov 14, 2018, at 11:40 AM, Jason Frank <jfrank@lawfss.com> wrote:

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jfrank@lawfss.com

Exhibit F

From: Scott Sims
Sent: Wednesday, November 14, 2018 4:05 PM
To: Jason Frank <jfrank@lawfss.com>; Michael J. Avenatti <mavenatti@eaganavenatti.com>
Cc: Judy K. Regnier <jregnier@eaganavenatti.com>
Subject: RE: Meet and Confer

Michael-

Jason and I tried you at the office and on your cell phone. Please call us to meet and confer.

Thank you.

Scott H. Sims, Esq.
FRANK SIMS & STOLPER LLP
Newport Gateway
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2. **EA Financial Statements (2013 to Present).** This will include standard financial statements, such as profit & loss statements and balance sheets, as well as the "ledgers" that Avenatti testified he maintains to keep track of amounts owed to his affiliated entities, such as the hours worked by EA employees on AA matters, and loans to and from affiliated entities.
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To: Jason Frank <jfrank@lawfss.com>

Cc: Scott Sims <ssims@lawfss.com>; Judy K. Regnier <jregnier@eaganavenatti.com>

Subject: Re: Meet and Confer

I am available at 4 pm.

Michael J. Avenatti, Esq.

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